

# Member Activities Participation Waiver

## Policies, Rules and Regulations

The undersigned acknowledges the existence and the need for rules and regulations in the Program. The undersigned hereby agrees that he or she as well as Participant will comply with all policies, rules and regulations established for the Program. Fitness Formula Clubs (FFC) reserves the right to cancel programs with low enrollment. Make-up lessons are not given for any missed classes or sessions. FFC reserves the right to remove Participant from the Program and not allow Participant to register for any additional Programs. FFC may remove any child for conduct that is deemed detrimental to the Program or FFC, including, but not limited to showing disrespect for others, mistreating equipment and disobeying FFC staff members.

## Medical Attention

I agree that in the event Participants involved in an incident that requires medical attention, the undersigned will be responsible for making all decisions related to all medical and survival procedures for Participant while Participant is participating in the Program, including but not limited to the decisions about medical care, the administration of drugs and the performance of any and all life sustaining procedures. The undersigned further agrees to make any and all arrangements for Participant's transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving Participant. In the event that the parent(s) or emergency contacts cannot be reached during a medical emergency, the undersigned gives FFC permission to make decisions regarding any and all medical and survival procedures for Participant. The undersigned agrees that FFC, its staff members, volunteers and chaperones will not be held liable for any accident or losses, however caused.

## Transportation of Participant

If the undersigned has enrolled Participant in a Member Activities program that involves field trips and transportation, the undersigned authorizes Participant to participate in the Member Activities program's field trips and authorizes FFC and its contractors to transport Participant in a vehicle.

## Assumption of Risk

The undersigned understands that there is an inherent risk of injury whether caused by Participant or someone else, in the use of or presence at a FFC, the use of equipment and services at a FFC, and participation in FFC programs. This includes, but is not limited to, indoor and outdoor pool areas, a climbing wall area, ball and racquet courts, cardiovascular and resistance training equipment, personal training and nutrition classes and services, member programs, a child center, and spa and cafe products and services. This risk includes, but is not limited to:

- 1) Injuries arising from the use of any area of FFC or equipment, including any accidental or "slip and fall" injuries.
- 2) Injuries arising from participation in supervised or unsupervised activities and programs within a FFC or outside a FFC, to the extent sponsored or endorsed by FFC.
- 3) Injuries or medical disorders, including, but not limited to heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments, resulting from any use of or presence at a FFC, Participant's use of equipment or services at a FFC, or the participation in FFC programs, and
- 4) Injuries resulting from the actions taken or decisions made regarding medical or survival procedures.

The undersigned understands and voluntarily accepts this risk on behalf of themselves and all Participants for whom they are responsible. The undersigned agrees to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property for Participant(s) while they are using or present at any FFC, using any lockers, equipment or services at any FFC or participating in FFC programs, whether such programs take place inside or outside of a FFC center.

## Release of Liability

The undersigned waives any and all claim or actions that may arise against FFC as well as its owners, directors, employees or volunteers as a result of any such injury, loss, theft or damage to any such person, including and without limitation personal, bodily or mental injury, economic loss or any damage to Participant(s) including, but not limited to, the injuries described above, resulting from the negligence of FFC or anyone else using a FFC. The undersigned agrees to defend, indemnify and hold FFC harmless against any claims arising out of the negligent or willful acts or omissions of me or Participant(s).

## Miscellaneous

The undersigned gives permission for Participant(s) to participate in an Activities program that involves swimming. I understand that Participant(s) will not be swimming with a certified lifeguard in attendance. In addition, the undersigned gives FFC irrevocable consent to release photographs, slides, moving pictures and audiovisual tapes of Participant for the purpose of FFC records, public relations and for advertising, videos or text material, either with or without Participant's name or photo accompanying such quotation.

I hereby certify that I have read and understand this entire Participation Waiver and agree to and fully accept the terms and conditions set forth herein. Participant(s) will receive the privilege of participating in the Programs and Activities, and I agree that he or she will abide by all rules and policies of FFC, which are subject to change and which, in the opinion of FFC management, are deemed necessary and reasonable for the best interest of members and participants in its Programs and FFC.

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Signature of Parent or Legal Guardian of Participant

Date